

EXHIBIT 4

From: [Derek Howard](#)
To: [Frances B. Wilson](#)
Cc: [Michael Shapiro](#); [Sam Madorsky](#)
Subject: RE: Receiver's request for turnover pursuant to OAR; EDM I US District Court, Case No. 2:22-cv-11290-GAD-EAS
Date: Tuesday, July 26, 2022 6:52:33 PM
Attachments: [image005.png](#)
[HLF Documents Responsive to Receiver Request 7.26.22.pdf](#)

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Frances,

I handled two cases on behalf of the Corporate Entities, so there are two Engagement Letters (both attached).

Also attached are my invoices (both paid and outstanding) and an accounting (including check copies and relevant Trust Account banking records). Bottom of Invoice notes which case number the invoice corresponds to.

Initial Retainer funds - \$3,540 on March 15, 2021 left over retainer from prior counsel. Although the Engagement Letters state that I would bill against money held by the MacWilliams Law, PC firm, I never actually did so. I never took (or had access to) money held by MacWilliams Law, PC.

Total paid \$3,540. Paid Invoices:

1. Invoice 1190 - \$1,020 paid from \$3,540 retainer – Pawnee Leasing Case
2. Invoice 1192 - \$1,290 paid from \$3,540 retainer – Taylor v. Bach
3. Invoice 1224 - \$1,230 paid from \$3,540 retainer, \$990 outstanding – Pawnee Leasing Case

My outstanding invoices total \$6,600:

4. Invoice 1224 - \$990 outstanding (partially paid) – Pawnee Leasing Case
5. Invoice 1214 - \$390 outstanding – Taylor v. Bach
6. Invoice 1286 - \$5,220 outstanding – Taylor v. Bach

I do not believe I have anything else that you are requesting.

Please let me know if you need anything else or if you have any questions.

Respectfully,



Derek T. Howard
The Howard Law Firm, PLC
838 W. Long Lake Rd., Ste 100
Bloomfield Hills, MI 48302
(248) 237-7300
derek@howardfirmplc.com
www.howardfirmplc.com

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From: Frances B. Wilson <fwilson@dmms.com>

Sent: Tuesday, July 26, 2022 3:14 PM

To: Derek Howard <derek@howardfirmplc.com>

Cc: Michael Shapiro <Michael@mshapirorealestate.com>; Sam Madorsky <Smadorsky@mshapirorealestate.com>

Subject: RE: Receiver's request for turnover pursuant to OAR; EDM I US District Court, Case No. 2:22-cv-11290-GAD-EAS

Mr. Howard,

Please also include a copy of the engagement letter.

Under the Order Appointing Receiver ("OAR") the Receiver will not be paying any pre-receivership liabilities at this time.

Regards,

Frances

Frances Belzer Wilson, Esq.

Dawda Mann Building

Dawda, Mann, Mulcahy & Sadler, PLC

39533 Woodward Avenue, Suite 200

Bloomfield Hills, MI 48304

(248)642-4282

(248)642-7791 – fax

website: www.dawdamann.com

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From: Derek Howard <derek@howardfirmplc.com>

Sent: Tuesday, July 26, 2022 11:07 AM

To: Frances B. Wilson <fwilson@dmms.com>

Cc: Sam Madorsky <Smadorsky@mshapirorealestate.com>; Michael Shapiro <Michael@mshapirorealestate.com>

Subject: RE: Receiver's request for turnover pursuant to OAR; EDM I US District Court, Case No. 2:22-cv-11290-GAD-EAS

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Good morning, Frances.

Just wanted to write a quick follow up on your request. The only things I would have in my possession are the accounting of the initial retainer funds I was provided (\$3,540) and my firm's invoices (including outstanding, unpaid invoices). I don't believe I have anything else responsive to your request, but I will double check.

Please let me know if we can discuss payment of my outstanding invoices, or whether you believe that needs to be addressed by the court.

Respectfully,



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From: Frances B. Wilson <fwilson@dmms.com>

Sent: Thursday, July 21, 2022 3:07 PM

To: Derek Howard <derek@howardfirmplc.com>

Cc: Sam Madorsky <Smadorsky@mshapirorealestate.com>; Michael Shapiro <Michael@mshapirorealestate.com>

Subject: Receiver's request for turnover pursuant to OAR; EDM I US District Court, Case No. 2:22-cv-11290-GAD-EAS

Importance: High

Dear Mr. Howard:

Please see attached communication.

Regards,
Frances

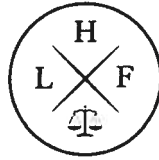
Frances Belzer Wilson, Esq.
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March 8, 2021

W.R. Duke Taylor
6809 Deer Hill Dr.
Clarkston, MI 48346

Re: The Howard Law Firm, PLC Engagement Agreement

Dear Duke,

I am pleased that you wish to retain my firm to represent you in connection with litigation filed against your companies, Dino Drop, Inc. and 45 Degree Hospitality, Inc. (currently pending in Oakland County Circuit Court, Case No. 21-186359-CB). I have found that clients appreciate a written confirmation of the terms of my engagement because it prevents misunderstandings that might arise later. If you have any questions, please ask before you sign.

My understanding is that for purposes of the representation, and for present and future conflicts of interest purposes, Dino Drop, Inc. and 45 Degree Hospitality, Inc. are the clients.

The fee for my services is \$300 per hour. My representation will not become effective until I receive a signed copy of this engagement agreement. I do not require any retainer on this matter because it is my understanding that your individual counsel at MacWilliams Law PC is holding a retainer, from which, my fees are to be paid.

In addition to the fees set forth above, you will be responsible for any costs and expenses that I incur on your matter. These costs and expenses may include, but are not limited to, FedEx, courier or other delivery costs, and/or any outside copy costs. I will either forward a third-party invoice to you for immediate payment or, if that is not possible, I will pay the expense and you will be responsible to immediately reimburse me at the time of the next invoice.

I will furnish a monthly invoice to you by email (wrtaylor@HDP.com), typically on the first of the month. This invoice will describe the legal services rendered and the total fees charged. Also, the invoice may include an itemized description of out-of-pocket costs paid by me on your behalf. Payment is due immediately in full when the statement is received. Undesignated payments made on past due invoices will be applied first to the oldest outstanding invoice. Again, I will bill against the retainer the MacWilliams Law PC is holding so long as funds remain.

You agree to cooperate fully with me, promptly respond to my emails, and promptly provide all information known or available to you that is relevant to my representation. I will keep you informed of significant developments through routinely providing you with copies of incoming

Derek T. Howard
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and outgoing documents, as well as through periodic emails and/or discussions, and I will email you in advance of taking any major actions that affect any work I perform on your behalf.

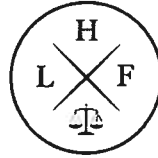
Unless previously terminated, my representation will terminate upon the sending of my final invoice. But I also reserve the right to terminate my representation if (1) you fail to honor the terms of this engagement agreement, including but not limited to failing to pay an invoice when due; (2) you fail to follow my advice on a material matter; or (3) for any other reason that, in my judgment, impairs my ability to continue a good attorney-client relationship.¹ Such termination will not relieve you from the obligation to pay for all services rendered and costs or disbursements paid or incurred on your behalf.

The following scanning and record retention procedures will be followed in connection with representation in this matter. These procedures are incorporated into this engagement agreement relating to the matter. If you have any questions or concerns about these procedures, please raise them before entering into this agreement, which includes these procedures.

- **Scanning.** When possible, all material and relevant documents sent and received by the firm relating to this representation – including e-mails, letters, records, and court filings – will be saved in electronic format and/or “in the cloud” – such as Microsoft’s OneDrive and Dropbox Business. After documents related to this representation are scanned and saved, paper copies of the same documents may be shredded or destroyed.
- **Client Property.** In the event that original documents or other property are provided by the client to the firm in connection with the representation, these materials typically will be scanned and saved as described above, and the originals will then promptly be returned to the client. However, in some instances, original client documents or other materials provided by the client – for example, photographs, video or other tangible items – may be maintained on file at the firm during the course of the representation. At the end of the representation, the firm will return any such client material upon request. Any client materials left at the firm after the engagement ends may be retained or destroyed at the firm’s discretion.
- **Record Retention and Destruction.** Material portions of the scanned and physical files generated during the course of the representation will be maintained by the firm. But for various reasons, including the minimization of unnecessary storage expenses, the firm

¹ In the event I terminate my representation, I will of course honor all applicable rules and procedures.

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Bloomfield Hills, MI 48302



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reserves the right to destroy or otherwise dispose of any documents or other materials retained by the firm within a reasonable time after the termination of the engagement.

For my records, I ask that you acknowledge that the foregoing accurately reflects the terms of my engagement by promptly signing it and returning it to me at my office. A scanned copy is acceptable.

I look forward to working with you.

Sincerely,

Derek T. Howard

ACKNOWLEDGED AND AGREED:

Dino Drop, Inc.

_____, March ___, 2021
By: W.R. Duke Taylor
Its: President

45 Degree Hospitality, Inc.

_____, March ___, 2021
By: W.R. Duke Taylor
Its: Director

Derek T. Howard
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Bloomfield Hills, MI 48302



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March 24, 2021

W.R. Duke Taylor
6809 Deer Hill Dr.
Clarkston, MI 48346

Re: The Howard Law Firm, PLC Engagement Agreement

Dear Duke,

I am pleased that you wish to retain my firm to represent you in connection with litigation filed against your companies, Dino Drop, Inc.; 45 Degree Hospitality, Inc.; Buccaroo, LLC; and Buccaroo Too, LLC (currently pending in Oakland County Circuit Court, Case No. 21-186604-CB). I have found that clients appreciate a written confirmation of the terms of my engagement because it prevents misunderstandings that might arise later. If you have any questions, please ask before you sign.

My understanding is that for purposes of the representation, and for present and future conflicts of interest purposes, Dino Drop, Inc.; 45 Degree Hospitality, Inc.; Buccaroo, LLC; and Buccaroo Too, LLC, are the clients.

The fee for my services is \$300 per hour. My representation will not become effective until I receive a signed copy of this engagement agreement. I do not require any retainer on this matter because it is my understanding that your individual counsel at MacWilliams Law PC is holding a retainer, from which, my fees are to be paid.

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I will furnish a monthly invoice to you by email (wrtaylor@HDP.com), typically on the first of the month. This invoice will describe the legal services rendered and the total fees charged. Also, the invoice may include an itemized description of out-of-pocket costs paid by me on your behalf. Payment is due immediately in full when the statement is received. Undesignated payments made on past due invoices will be applied first to the oldest outstanding invoice. Again, I will bill against the retainer the MacWilliams Law PC is holding so long as funds remain.

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Bloomfield Hills, MI 48302



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howardfirmplc.com

You agree to cooperate fully with me, promptly respond to my emails, and promptly provide all information known or available to you that is relevant to my representation. I will keep you informed of significant developments through routinely providing you with copies of incoming and outgoing documents, as well as through periodic emails and/or discussions, and I will email you in advance of taking any major actions that affect any work I perform on your behalf.

Unless previously terminated, my representation will terminate upon the sending of my final invoice. But I also reserve the right to terminate my representation if (1) you fail to honor the terms of this engagement agreement, including but not limited to failing to pay an invoice when due; (2) you fail to follow my advice on a material matter; or (3) for any other reason that, in my judgment, impairs my ability to continue a good attorney-client relationship.¹ Such termination will not relieve you from the obligation to pay for all services rendered and costs or disbursements paid or incurred on your behalf.

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¹ In the event I terminate my representation, I will of course honor all applicable rules and procedures.

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- **Record Retention and Destruction.** Material portions of the scanned and physical files generated during the course of the representation will be maintained by the firm. But for various reasons, including the minimization of unnecessary storage expenses, the firm reserves the right to destroy or otherwise dispose of any documents or other materials retained by the firm within a reasonable time after the termination of the engagement.

For my records, I ask that you acknowledge that the foregoing accurately reflects the terms of my engagement by promptly signing it and returning it to me at my office. A scanned copy is acceptable.

I look forward to working with you.

Sincerely,

Derek T. Howard

ACKNOWLEDGED AND AGREED:

Dino Drop, Inc.

_____, March ___, 2021
By: W.R. Duke Taylor
Its: President

Buccaroo, LLC

_____, March ___, 2021
By: W.R. Duke Taylor
Its: Member

45 Degree Hospitality, Inc.

_____, March ___, 2021
By: W.R. Duke Taylor
Its: Director

Buccaroo Too, LLC

_____, March ___, 2021
By: W.R. Duke Taylor
Its: Member

IOLTA Client Trust Fund 12-15
Doerr Law Firm PLLC
838 W. Long Lake Road, Suite 100
Bloomfield Hills, MI 48302
(248) 212-0167

1110

6-12/410

3-15-21

Date

Pay to the
Order of

The Howard Law Firm, PLC

\$ 3,540-

Three Thousand Five Hundred and Forty

Dollars



Security
Features
Details on
Back

PNC Bank

Joseph A. Doerr
Authorized IOLTA Signature

[Signature]

For

Dino Drop

MP